LOUISVILLE-JEFFERSON COUNTY METRO GOVERNMENT OLMSTED PARKWAYS MULTI-USE PATH SYSTEM \$515,200 JEFFERSON COUNTY PO2-628-0700006867

The AGREEMENT is made and entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, hereinafter referred to as the "CABINET" and the Louisville-Jefferson County Metro Government, hereinafter referred to as the "RECIPIENT."

WITNESSETH:

WHEREAS, the United States Congress approved the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA), P. L. 102-240, and amended Chapter 1 of Title 23, United States Code by adding Section 149, which established a Congestion Mitigation and Air Quality Improvement Program (CMAQ); and

WHEREAS, Transportation Equity Act for the 21st Century (TEA-21) in P. L. 105-178, reauthorized the ISTEA and thereafter the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) in P. L. 109-59, reaffirmed the ISTEA and TEA-21 and added §149(b), which provides for allocation of CMAQ funds to be made available for a transportation project or program in an area that has been designated as a non-attainment or maintenance area under section 107(d) of the Clean Air Act (42 U.S.C. 7407(d)); and

WHEREAS, Jefferson County, Kentucky has been designated as a non-attainment or maintenance area as part of the Louisville Area Metropolitan Planning Organization and the Project is part of the approved Transportation Improvement Program for the Louisville area;

WHEREAS, 23 U.S.C §120 provides that any project funded under 23 U.S.C. §149 requires a matching contribution of at least twenty percent (20%) from another source; and

LOUISVILLE-JEFFERSON COUNTY METRO GOVERNMENT OLMSTED PARKWAYS MULTI-USE PATH SYSTEM \$515,200 JEFFERSON COUNTY PO2-628-0700006867

WHEREAS, the Federal Highway Administration (FHWA), through the CABINET, has approved an Application for CMAQ funds for the Olmsted Parkways Multi-Use Path System project that will contribute to the attainment of a national ambient air quality standard; and

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the CABINET and the RECIPIENT hereby agree as follows:

Section 1. Scope of Work & Budget Summary. It is understood that the Olmsted Parkways Multi-Use Path System Project will improve air quality as further described in the Scope of Work and Budget Summary (Attachment A), which is attached to and made a part of this AGREEMENT. The RECIPIENT shall undertake and complete the work as described in Attachment A in accordance with the terms and conditions of this AGREEMENT and any applicable regulations or directive issued by the CABINET or the Federal Highway Administration (FHWA).

The RECIPIENT shall have a maximum of two (2) budget revisions subject to the approval of the CABINET for the duration of the AGREEMENT. In no event shall the RECIPIENT be allowed additional budget revisions.

Section 2. <u>Duration of Agreement.</u> It is understood that the effective date of this AGREEMENT is the date signed by the Secretary of the Transportation Cabinet. This AGREEMENT shall terminate three (3) years from the date of said execution.

This AGREEMENT is contingent upon the continued availability of appropriated federal funds. If for any reason the funds become unavailable for any of the following reasons, the Kentucky General Assembly's failure to appropriate funds, operation of law, a reduction of

LOUISVILLE-JEFFERSON COUNTY METRO GOVERNMENT OLMSTED PARKWAYS MULTI-USE PATH SYSTEM \$515,200 JEFFERSON COUNTY PO2-628-0700006867

federal funds or for any other reason, this AGREEMENT will be cancelled by the CABINET without penalty, either in whole or in part. Cancellation for any of these reasons is not a default by the CABINET nor does it give rise to a claim against the CABINET.

Section 3. <u>Duration of Project.</u> It is understood and agreed upon by the parties that the Scope of Work shall be completed within the period set forth under Section 2. In the event the Recipient fails to perform the Scope of Work within the three-year period, the CABINET reserves the right to cancel the AGREEMENT. In the event the CABINET cancels the AGREEMENT under this section, the RECIPIENT shall reimburse the CABINET for all federal funds expended under the AGREEMENT.

Section 4. <u>Project Funding.</u> It is expressly understood that federal funds for this project are being provided by the Federal Highways Administration (FHWA) through the CABINET. The total cost of this project is \$644,000. The federal share of the total cost of this AGREEMENT shall not exceed \$515,200 (the amount indicated on Attachment A) unless otherwise approved in writing by the CABINET with the concurrence of FHWA. The RECIPIENT agrees to secure the matching funds in the amount sufficient, together with the authorized federal funds, to assure funding for completion of the project.

Unexpended funds at the end of this contract period shall not be carried forward to a new AGREEMENT.

Section 5. <u>Allowable Costs.</u> The Project costs referred to in this AGREEMENT shall be those costs shown on Attachment A. The RECIPIENT shall follow OMB Circular A-87 "Cost Principles for State, Local and Indian Tribunal Governments" or OMB Circular A-122 "Cost

LOUISVILLE-JEFFERSON COUNTY METRO GOVERNMENT OLMSTED PARKWAYS MULTI-USE PATH SYSTEM \$515,200 JEFFERSON COUNTY PO2-628-0700006867

Principles for Non-Profit Organizations." The CABINET shall reimburse the RECIPIENT upon request in accordance with the Attachment, subject to the provisions of Section 22 hereof.

Section 6. Reporting and Monitoring. The RECIPIENT shall maintain and comply with all reporting requirements outlined by the CABINET and FHWA. The RECIPIENT shall submit annual progress reports detailing the status of the project. The recording and reporting of any purchases shall be in accordance with the requirements of the Kentucky Revised Statutes. CABINET concurrence must be obtained by the RECIPIENT prior to the awarding of any AGREEMENT for work or materials to be used on this Project.

All charges to the Project shall be supported by properly executed invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charge. The CABINET or FHWA may require additional documentation at their discretion.

All checks, invoices, contracts, vouchers, orders or purchasing documents pertaining in whole or in part to the Project shall be clearly identified and readily accessible. The RECIPIENT shall permit the CABINET and or FHWA to conduct periodic site visits to ascertain compliance with federal and state regulations. The RECIPIENT shall maintain financial documents for three years after project completion and final payment in accordance with 49 CFR Part 18.

Section 7. <u>Davis-Bacon and Related Acts.</u> The RECIPIENT shall comply with the Davis-Bacon and Related Acts for contracts in excess of \$2,000 for the construction, alteration, and/or repair of public buildings or public works, including painting and decorating. These Acts require all contractors and subcontractors to pay the various classes of laborers and mechanics

LOUISVILLE-JEFFERSON COUNTY METRO GOVERNMENT OLMSTED PARKWAYS MULTI-USE PATH SYSTEM \$515,200 JEFFERSON COUNTY PO2-628-0700006867

employed on the contract the wage rates and fringe benefits determined by the Secretary of Labor to be prevailing for corresponding classes of employees engaged on similar projects in the locality. In addition, the Act requires that certain labor standards provisions be specified in the contract awarded to the successful bidder. An applicable wage determination must also be included in the contract documents. The RECIPIENT shall refer to the Davis-Bacon and Related Acts for the requirements under this provision.

Section 8. The Contract Work Hours and Safety Standards Act. During the construction of the Project, the RECIPIENT shall comply with the Contract Work Hours and Safety Standards Act which contains weekly (after 40 hours) overtime pay requirements and applies to most Federal Contracts which may require or involve the employment of laborers and mechanics, including watchmen and guards. Section 107 of the Act provides health and safety standards on covered construction work which are administered by the Occupational Safety and Health Administration (OSHA). The RECIPIENT shall refer to the Contract Work Hours and Safety Standards Act for the requirements under this provision.

Section 9. The Copeland "Anti-Kickback" Act. The RECIPIENT shall comply with the "Anti-Kickback" section of the Copeland Act, which makes it punishable to induce any person working on a federally funded or assisted construction project to "give up any part of the compensation to which he is entitled under his contract of employment." The RECIPIENT shall refer to the Copeland Act for the requirements under this provision.

Section 10. <u>Title VI - Civil Rights Act of 1964.</u> The RECIPIENT shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Stat. 252), the Regulations

AND

LOUISVILLE-JEFFERSON COUNTY METRO GOVERNMENT OLMSTED PARKWAYS MULTI-USE PATH SYSTEM \$515,200 JEFFERSON COUNTY PO2-628-0700006867

of DOT issued thereunder (CFR Title 49, Subtitle A, Part 21), and the assurance by the RECIPIENT pursuant thereto.

Section 11. Equal Employment Opportunity. In connection with the execution of this AGREEMENT, the RECIPIENT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, or disability: The RECIPIENT shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin, age, or disability. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay, or other forms of compensation; and selection of training, including apprenticeship. The RECIPIENT shall incorporate the foregoing requirements of this paragraph in all subcontracts for services covered by this AGREEMENT.

Section 12. <u>Disadvantaged Business Enterprise (DBE) Requirements.</u> The RECIPIENT agrees to comply with the DBE Requirements contained within 49 CFR Part 26.

Assurance. The contractor, sub-recipient or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U. S. Department of Transportation-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the CABINET deems appropriate.

LOUISVILLE-JEFFERSON COUNTY METRO GOVERNMENT OLMSTED PARKWAYS MULTI-USE PATH SYSTEM \$515,200 JEFFERSON COUNTY PO2-628-0700006867

Each contract signed with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include this provision.

DBE Prompt Payment Requirement. The RECIPIENT must abide by 49 CFR Part 26.29 with regard to prompt payment mechanisms and retainage payment. If applicable, all contractors must be paid within ten (10) working days after the RECIPIENT has been paid by the CABINET for work performed or services delivered. No recipient or contractor may withhold retainage on any subcontract on this project.

Section 13. <u>Prohibited Interest.</u> No member, officer, or employee of the CABINET or the RECIPIENT during his tenure or for one year thereafter shall have any financial interest, direct or indirect, in this AGREEMENT or the proceeds thereof as identified in KRS 45A.340. The CABINET and the RECIPIENT shall comply with the requirements of the Executive Branch Code of Ethics KRS Chapter 11A.

Section 14. <u>Covenant Against Contingent Fees.</u> The RECIPIENT warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the CABINET shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the compensation, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Section 15. <u>Interest of Members of or Delegates to Congress</u>. No funds have been or will be aid to a member or delegate to the Congress of the United States in connection with the

LOUISVILLE-JEFFERSON COUNTY METRO GOVERNMENT OLMSTED PARKWAYS MULTI-USE PATH SYSTEM \$515,200 JEFFERSON COUNTY PO2-628-0700006867

awarding of this Federal contract. Nor shall any member of or delegate to the Congress of the United State receive any benefit arising out of this federal contract.

Section 16. <u>Americans with Disabilities Act.</u> The RECIPIENT agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, and other applicable Federal regulations relating hereto, issued by the U.S. Department of Transportation, prohibiting discrimination against otherwise qualified individuals under any program or activity receiving federal financial assistance covered by this AGREEMENT and by providing access to all facilities.

Section 17. <u>Applicable Laws.</u> This AGREEMENT shall be in accordance with the laws of the United States Department of Transportation, Federal Highway Administration and the Commonwealth of Kentucky.

Section 18. <u>Hold Harmless Clause.</u> The RECIPIENT shall indemnify and hold harmless the FHWA and the CABINET and all of its officers, agents, and employees from all suits, actions, or claims of any character because of any injuries or damages received by any person, persons, or property resulting from implementation of any phase of the Project or occurring on or near the project site.

Section 19. <u>Audit and Inspection.</u> The Recipient shall permit the CABINET, the Comptroller General of the United States and the Secretary of the United States Department of Transportation, or their authorized representatives, to inspect and approve all phases of the Project and all relevant Project data and records; and the RECIPIENT shall also permit

LOUISVILLE-JEFFERSON COUNTY METRO GOVERNMENT OLMSTED PARKWAYS MULTI-USE PATH SYSTEM \$515,200 JEFFERSON COUNTY PO2-628-0700006867

representatives of these agencies to review any audit(s) performed by the RECIPIENT or any other entity and to audit the books and accounts of the RECIPIENT pertaining to the Project.

The RECIPIENT hereby acknowledges its duty to the CABINET to determine whether it is subject to the Single Audit Act of 1984, OMB Circular A-133 "Audits of States, Local Governments and Non-Profit Organizations." If RECIPIENT is subject to this Act, RECIPIENT shall provide the Cabinet with copies of any audits or reviews prepared as a result of that Act. RECIPIENT hereby acknowledges it is responsible to inform any entity it intends to hire or use as a contractor, as defined in KRS 45A.030(7), that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any of the contractor's books, documents, papers, records, or other evidence, which are directly pertinent to this AGREEMENT for the purpose of financial audit or program review. Furthermore, any of the contractor's books, documents, papers, records or other evidence provided to the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the AGREEMENT shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)© prior to the execution of the AGREEMENT. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information, which would otherwise be subject to public release if a state government agency were providing the service.

LOUISVILLE-JEFFERSON COUNTY METRO GOVERNMENT OLMSTED PARKWAYS MULTI-USE PATH SYSTEM \$515,200 JEFFERSON COUNTY PO2-628-0700006867

Section 20. <u>Campaign Finance</u>. The contractor swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the entity which he/she represents has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

Section 21. <u>Violations</u>. Pursuant to KRS 45A.485, the contractor shall reveal to the CABINET any final determination of a violation within the previous five (5) year period pursuant to KRS Chapter 139, 136, 141, 337, 338, 341 and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health law, unemployment compensation law, and workers compensation insurance law, respectively.

The Contractor agrees to be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 for the duration of this AGREEMENT. Failure to reveal a final determination of a violation of the reference statutes or to comply with these statutes for the duration of this AGREEMENT shall be grounds for the cancellation of the agreement and disqualification of the contractor from eligibility for future state contracts for a period of two (2) years.

Section 22. <u>Personal Service Contracts and Memoranda of Agreement</u>. If this AGREEMENT comes under the purview of KRS 45A.690 - 45A.725, payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after disapproval of the Government Contract Review Committee unless the decision of the committee

LOUISVILLE-JEFFERSON COUNTY METRO GOVERNMENT OLMSTED PARKWAYS MULTI-USE PATH SYSTEM \$515,200 JEFFERSON COUNTY PO2-628-0700006867

is overridden by the Secretary of Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority.

Section 23. <u>Disputes.</u> Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the RECIPIENT and the CABINET shall be referred to the Secretary of the Transportation Cabinet of the Commonwealth of Kentucky, or his duly authorized representative, whose decision shall be final.

Section 24. <u>Agreement Change.</u> Any proposed change in this AGREEMENT shall be at the mutual consent of the RECIPIENT and the CABINET and be evidenced in writing.

Section 25. <u>Termination.</u> The CABINET may cancel this AGREEMENT at any time deemed to be in the best interest of the CABINET by giving 30 days written notice of such cancellation to the RECIPIENT. If the AGREEMENT is canceled under this provision by reason of the Cabinet, the CABINET shall reimburse the RECIPIENT according to the terms hereof for all expenses incurred under this AGREEMENT to the date of such cancellation. The RECIPIENT reserves the right to cancel this AGREEMENT at any time deemed to be in their best interest by giving 30 days written notice of such cancellation to the CABINET. If the AGREEMENT is canceled under this provision by reason of the RECIPIENT, the RECIPIENT shall reimburse the CABINET for all federal funds expended under this AGREEMENT according to the terms hereof to the date of such cancellation.

LOUISVILLE-JEFFERSON COUNTY METRO GOVERNMENT OLMSTED PARKWAYS MULTI-USE PATH SYSTEM \$515,200 JEFFERSON COUNTY PO2-628-0700006867

IN WITNESS WHEREOF, we have hereunto set our hands.

LOUISVILLE-JEFFERSON COUNTY METRO GOVERNMENT	COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET
JERRY ABRAMSON, MAYOR	JOSEPH W. PRATHER, SECRETARY
DATE:	DATE:
EXAMINED:	EXAMINED:
ATTORNEY	OFFICE OF LEGAL SERVICES
DATE:	DATE:

LOUISVILLE-JEFFERSON COUNTY METRO GOVERNMENT OLMSTED PARKWAYS MULTI-USE PATH SYSTEM \$515,200 JEFFERSON COUNTY PO2-628-0700006867

ATTACHMENT A

PROJECT DESCRIPTION & BUDGET SUMMARY

PURPOSE

To establish a multi-use trail system along the Olmsted-designed Southern, Eastern, Algonquin and Southwestern Parkways, which will provide a link between Cherokee, Iroquois, Shawnee, Chickasaw and Waterfront Parks as well as neighborhoods, schools, businesses and other trails. The trail will provide a safe, attractive alternative transportation choice for pedestrians and bicyclists and bus riders traveling among these and other destinations. One of the main purposes of the project is to identify viable alternative routes for a multi-use trail to connect Southern, Algonquin and Eastern Parkways in the vicinity of Stansbury Park.

It will also improve air quality and reduce congestion by encouraging use of non-motorized transportation modes and by providing additional options for public transportation users.

DESCRIPTION

Louisville Metro Parks, the Louisville Olmsted Parks Conservancy and Metro Planning and Design are initiating the design and construction of a new multi-use trail system that connects the now-disparate Southern, Eastern, Algonquin and Southwestern Parkways.

Because the design of the project is complex and must be done with exceptional sensitivity to the historic resources and streetscape of the parkways, we are preparing to hire an interdisciplinary consultant team with expertise in landscape architecture, historic preservation, engineering, horticulture, forestry, and multi-modal design. A community advisory group will have representation from neighborhood and advocacy groups and trail users. This broad range of professional expertise and public input will ensure that the new trail system will meet the needs of the trail users and neighbors as well as maintaining the integrity and character of the historic Olmsted design.

The routes/termini of the project are:

Segment of Southwestern and Algonquin Parkways from Shawnee Park to 41st Street

PERFORMANCE MEASURES

The success of the project can be measured by how many bicyclists and pedestrians use the new trail system. Periodic counts of trail users, similar to the method used for traffic counts, can be used to monitor the success of sections of trail as they are constructed. Improvements in air quality may then be modeled using estimates of how many motorized vehicles are not on the streets.

LOUISVILLE-JEFFERSON COUNTY METRO GOVERNMENT OLMSTED PARKWAYS MULTI-USE PATH SYSTEM \$515,200 JEFFERSON COUNTY PO2-628-0700006867

BUDGET

ITEM	DESCRIPTION	CMAQ	LOCAL	TOTAL
Mobilization / Demobilization	Mobilization/Demobilization	\$4,000	\$1,000	\$5,000.00
Site Preparation and Demolition	Sidewalk removal/hauling	\$34,080	\$8,520	\$42,600.00
	Bituminous Asphalt & Base	\$230,400	\$57,600	\$288,000.00
	Embossed Bituminous Crosswalks	\$22,400	\$5,600	\$28,000.00
Site Construction	Detectable Warning Pavers	\$3,840	\$960	\$4,800.00
Site Construction	Misc. Drainage Adjustments	\$24,000	\$6,000	\$30,000.00
	C.I.P. Concrete (Sidewalk)	\$45,120	\$11,280	\$56,400.00
	Maintenance of Traffic	\$12,000	\$3,000	\$15,000.00
Erosion Control, Finish	Erosion & Sediment Control	\$12,000	\$3,000	\$15,000.00
Grading, Seeding, and	Topsoil	\$2,400	\$600	\$3,000.00
Landscaping	Grass seed	\$1,504	\$376	\$1,880.00
	Signage (Bus Shelters and Others)	\$2,400	\$600	\$3,000.00
	MUTCD Signage	\$800	\$200	\$1,000.00
	Multiuse Path Signage	\$3,200	\$800	\$4,000.00
	Benches	\$800	\$200	\$1,000.00
G*4 A *4* 1	Water Fountains	\$2,000	\$500	\$2,500.00
Site Amenities and Signage	Bike Racks	\$2,000	\$500	\$2,500.00
	Trail Signage	\$4,000	\$1,000	\$5,000.00
	Trash Receptacles	\$800	\$200	\$1,000.00
	Pedestrian Signalization (Countdown clock)	\$24,000	\$6,000	\$30,000.00
	Lane Symbols	\$1,920	\$480	\$2,400.00
Contingency		\$43,374	\$10,843	\$54,216.96
Engineering/Design Cost		\$38,162	\$9,541	\$47,703.04
PROJECT TOTAL		\$515,200	\$128,800	\$644,000.00

LOUISVILLE-JEFFERSON COUNTY METRO GOVERNMENT OLMSTED PARKWAYS MULTI-USE PATH SYSTEM \$515,200 JEFFERSON COUNTY PO2-628-0700006867

ATTACHMENT B

MAINTENANCE PLAN

There are multiple governmental agencies with some form of jurisdictional control or oversight relative to actions or activities on or adjacent to the parkways.

Louisville Metro Parks Department oversees and maintains all parkway land on behalf of Louisville Metro government. This oversight responsibility includes tree removal and replacement, design and capital improvements such as streetscape furnishings, as well as creating and maintaining tree standards. Primarily, two divisions within Metro Parks - Forestry and Planning - undertake this work. The Forestry division is responsible for parkway tree maintenance, tree health, and pruning. The Planning and Design Division oversees the department's capital projects and master planning and is responsible for coordinating the review of private development proposals with the other reviewing agencies for compliance with Metro Parks policy.

Louisville Metro Public Works is primarily a maintenance organization responsible for facilities within the public rights-of-way, including the parkways, and Louisville Metro owned properties. Louisville Metro Inspections, Permits & Licenses (IP&L) is responsible for the review and approval of all construction activity on privately owned land that abuts the parkways. IP&L reviews development proposals and construction plans including requests for new curb cuts. IP&L uses standards contained in the Kentucky Building Code, as well as fire codes, zoning regulations and special requirements pertaining to the Urban Renewal Plan, Historic Preservation and Overlay Districts. Louisville Metro Standard Drawings are also used in the review of development proposals.

Kentucky Transportation Cabinet (KYTC), District 5 Office has limited responsibility relative to the Olmsted Parkway system. KYTC is responsible for maintaining the roadway pavement on selected parkways in finite locations.

The specific maintenance requirements of the KYTC are:

KYTC and Louisville Metro have a traffic and maintenance agreement for highway roads occurring in the city. Generally, the State maintains the pavement and markings of the roadways. Metro Public Works issues utility and curb permits unless a lane closure is involved or the right-of-way is owned fee simple by the State. KYTC is responsible for the location and maintenance of State Route markers on the highway portions of the parkways but no other form of signage.

LOUISVILLE-JEFFERSON COUNTY METRO GOVERNMENT OLMSTED PARKWAYS MULTI-USE PATH SYSTEM \$515,200 JEFFERSON COUNTY PO2-628-0700006867

Louisville Olmsted Parks Conservancy (LOPC) was created in 1989 as a private non-profit to provide master planning advice and to raise private funds needed to implement renewal projects and programs within the city's Olmsted designed park system. In 1994 the Conservancy, in conjunction with Metro Parks, prepared a master plan for Louisville's Olmsted parks and parkways as a guide to renewal and on-going management.

LOUISVILLE-JEFFERSON COUNTY METRO GOVERNMENT OLMSTED PARKWAYS MULTI-USE PATH SYSTEM \$515,200 JEFFERSON COUNTY PO2-628-0700006867

ATTACH A RESOLUTION HERE.

A sample resolution is included for your convenience.

LOUISVILLE-JEFFERSON COUNTY METRO GOVERNMENT OLMSTED PARKWAYS MULTI-USE PATH SYSTEM \$515,200 JEFFERSON COUNTY PO2-628-0700006867

	Sample Resolution	
Whereas, the SAFETEA-LU Federal Ro	eimbursement Agreement is in the amount of \$	for the
	, and,	
Name of Project	,	
Whereas, the City of	does hereby authorize	
Mayordocuments relating to the project.	to sign the above mentioned Agreement, as	well as any other necessary
or		
Whereas,	County Fiscal Court does hereby authorize	
County Judge Executiveother necessary documents relating to the	to sign the above mentioned ne project.	Agreement, as well as any
The vote taken on said Resolution, the	e result being as follows:	
Motion Carried - Yes No Please circle one		
Signature	Date	
Title		
Witness		_
or		
Whereas,	County School Board does hereby authorize	e the
Superintendent	to sign the above mentioned	
Agreement, as well as any other necessa The vote taken on said Resolution, the		
Motion Carried - Yes No Please circle one		
Signature	Date	
Title		
Witness		

WE MUST HAVE A RESOLUTION FROM THE CITY/COUNTY APPROVING THIS AGREEMENT AND INDICATING THE MAYOR'S/JUDGE'S/SUPERINTENDENT'S AUTHORITY TO ENTER INTO THIS AGREEMENT FOR AND BY THE CITY/COUNTY/SCHOOL BOARD. THE RESOLUTION SHOULD BE ADOPTED, SIGNED, AND SUBMITTED AS AN ATTACHMENT TO THIS AGREEMENT. WE WILL NOT ESTABLISH AN ACCOUNT WITHOUT THE RESOLUTION.

LOUISVILLE-JEFFERSON COUNTY METRO GOVERNMENT OLMSTED PARKWAYS MULTI-USE PATH SYSTEM \$515,200

JEFFERSON COUNTY PO2-628-0700006867

Attachment D Request for Reimbursement

Vendor Invoice No.:

Date of Request: CFDA Number:

Louisville Metro Parks

To:
Kentucky Transportation Cabinet
Office of Special Programs
200 Mero Street, Sixth Floor
Frankfort, KY 40622

20.205

		Project	: Туре:	□ TE
Contact Name:			SRTS	☐ TCSP
Telephone Number:		•	CMAQ	□ NSB
BUDGET LINE ITEM	CONTRACT AMOUNT	LOCAL FUNDS	CURRENT REQUEST	REMAINING BALANCE
Mobilization/Demobilization	\$4,000	\$1,000		
Sidewalk removal/hauling	\$34,080	\$8,520		
Bituminous Asphalt & Base	\$230,400	\$57,600		
Embossed Bituminous Crosswalks	\$22,400	\$5,600		
Detectable Warning Pavers	\$3,840	\$960		
Misc. Drainage Adjustments	\$24,000	\$6,000		
C.I.P. Concrete (Sidewalk)	\$45,120	\$11,280		
Maintenance of Traffic	\$12,000	\$3,000		
Erosion & Sediment Control	\$12,000	\$3,000		
Topsoil	\$2,400	\$600		
Grass seed	\$1,504	\$376		
Signage (Bus Shelters and Others)	\$2,400	\$600		
MUTCD Signage	\$800	\$200		
Multiuse Path Signage	\$3,200	\$800		
Benches	\$800	\$200		
Water Fountains	\$2,000	\$500		
Bike Racks	\$2,000	\$500		
Trail Signage	\$4,000	\$1,000		
Trash Receptacles	\$800	\$200		
Pedestrian Signalization (Countdown clock)	\$24,000	\$6,000		
Lane Symbols	\$1,920	\$480		
Contingency	\$43,374	\$10,843		
Engineering/Design Cost	\$38,162	\$9,541		

Office of Special Programs Use Only Reviewed By: _____ Reviewed Date: _____ Approved By: _____

PROJECT TOTAL

Vendor Name:

Vendor Address:

Vendor Certification

\$515,200

AMOUNT TO BE REIMBURSED

I hereby certify that the commodities or services specified have been furnished to the Commonwealth of Kentucky; that the quality and the prices conform to the proposal and purchase order or contract; and that payment, in whole or in part, has not been received.

\$128,800

Signature	 	
Print Name	 	
Title		
Date	 	